

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-190-T - ORDER NO. 2020-671  
DECEMBER 21, 2020

IN RE: Application of Tiger Moving, LLC for ) ORDER APPROVING  
Approval to Amend Its Tariff (See Docket ) AMENDMENTS TO  
No. 2013-283-T) ) TARIFF

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Tiger Moving, LLC (“Tiger Moving” or the “Company”) filed with the Commission on August 12, 2020. The Company seeks approval of the following amendments to its tariff: (1) an increase in hourly rates; (2) an increase in rates for an additional mover; (3) an increase in the travel fee; and (4) a change in promotional pricing.

**II. FACTS AND PROCEDURAL HISTORY**

Tiger Moving was granted authority to transport household goods in Greenville, Spartanburg, and Anderson counties under Class E Certificate of Public Convenience and Necessity (“CPCN”) No. 9801, issued October 29, 2013.<sup>1</sup> The Company’s CPCN was amended on July 3, 2018, authorizing the Company to transport household goods between points and places in South Carolina.<sup>2</sup>

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<sup>1</sup> See Order No. 2013-765, Docket No. 2013-283-T, *Application of Tiger Moving, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier*.

<sup>2</sup> See Docket No. 2013-283-T, *Application of Tiger Moving, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier*. The Company’s authority was amended to

Tiger Moving has an approved tariff on file with the Commission. The current rate structure of Tiger Moving and proposed amendments to that structure are as follows:

Description of Rate	Current Rate	Proposed Rate
<b>2 Movers + No Truck</b>		
Monday – Thursday	\$110/hour	\$115/hour
Friday – Sunday	\$120/hour	\$125/hour
<b>2 Movers + Truck</b>		
Monday – Thursday	\$110/hour	\$115/hour
Friday – Sunday	\$120/hour	\$125/hour
<b>Additional Mover</b>	\$35/hour	\$40/hour
<b>Travel Fee</b>	\$1.50/mile	\$2.00/mile

Tiger Moving also proposes to change its promotional pricing. Under its current tariff, the Company offers “10% off for GHS/Prisma employees” and proposes to offer “10% off for anyone at company discretion.”

By letter dated August 18, 2020, the Clerk’s Office of the Commission instructed Tiger Moving to publish, one time, a Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided information regarding the nature of the proceeding and advised any person wishing to participate as a party of record to file a Petition to Intervene on or before September 23, 2020. The Company was required to publish the Notice on or before September 2, 2020, and provide proof of publication no later than September 23, 2020. The Company filed its Affidavit of Publication on August 26, 2020. No person or party intervened nor were any objections received by the Commission.

On September 28, 2020, Tiger Moving, LLC filed a Revised Tariff with the Commission. Per Commission Directive, Tiger Moving, LLC filed an Amended Revised Tariff on October 26, 2020, making the changes requested by the Commission. All proposed amendments remained the same except for the language regarding promotional pricing. The Company offered “10% off all services for GHS employees” rather than the “10% off for anyone at company discretion” discount stated in the August 12, 2020, Application.

The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2019), completed a review of the proposed amendments and filed its Impact Study with the Commission on September 30, 2020. ORS noted several deficiencies during its initial compliance review and followed up with the Company on September 24, 2020. At the follow-up compliance review, ORS found Tiger Moving in compliance with all applicable Commission rules and regulations. ORS has received no consumer complaints related to Tiger Moving in the past twelve (12) months, and the Company is in compliance with annual report and gross receipt filing requirements.

ORS compared the Company’s proposed rate increases to the South Carolina Tariff Bureau Rate and noted a 4.55% increase of weekday rates; a 4.17% increase in weekend rates; a 14.29% increase in the charge for an additional man; and a 33.33% increase in the travel fee. With the exception of the travel fee, all proposed rate increases are greater than the South Carolina Tariff Bureau Rate.

### III. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves its rates, fares, and charges or any changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S.C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Similarly, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* § 62 (August 2020).<sup>3</sup>

The filed rate doctrine specifies that a filed tariff has the effect of law governing the relationship between the [regulated entity] and its customers, operates across the spectrum of regulated [entities], and applies where state law creates a state agency and a statutory scheme pursuant to which the state agency determines reasonable rates. The doctrine thereby ensures that the governing regulatory body determines the reasonableness

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<sup>3</sup> See also 5 S.C. Jur. *Carriers* § 15 (September 2020).

of the utility's rates and prevents discrimination in prices among customers receiving the same service.

*Id.* “The filed rate doctrine serves to provide predictability and certainty to enable [ ] customers to make decisions according to the rates as approved and the cost of what they are receiving.” *Id.* It recognizes that the regulated entity has the freedom to set fair rates but serves to prevent customer discrimination. *Id.*

#### **IV. DISCUSSION**

The proposed increases in hourly rates, the rate for an additional mover, and the travel fee are just and reasonable. Accordingly, the proposed increases should be approved.

The Commission denies approval of the proposed language related to promotional pricing found in the Company's August 12, 2020 Application. The language – which reads “10% off for anyone at company discretion” – violates the filed rate doctrine. The language is overly broad and could easily give way to undue preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage. The proposed language regarding promotional pricing found in the Company's Revised Tariff is more narrowly written than the language proposed in the August 12, 2020, Application. It allows for the predictability and certainty contemplated by the filed rate doctrine. The customer is apprised of the approved rates and the cost of the service they are receiving. Accordingly, the proposed promotional language of the Revised Tariff filed on September 28, 2020, should be approved.

**V. FINDINGS OF FACT**

1. The Commission finds the proposed hourly rates, the rate for an additional mover, and the travel fee to be just and reasonable.

2. The Commission finds that the proposed promotional pricing language in the Company's August 12, 2020, Application is not just and reasonable. The language is overly broad and could easily give way to undue preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage.

3. The Commission finds the proposed promotional pricing language in the Company's October 26, 2020 Amended Revised Tariff is just and reasonable.

**VI. CONCLUSIONS OF LAW**

1. The Commission concludes that the proposed hourly rates, the rate for an additional mover, and the travel fee are just and reasonable. S.C. Code Ann. Regs. 103-192 (2012).

2. The Commission concludes that the proposed promotional pricing language in the Company's August 12, 2020 Application is not just and reasonable. The language is overly broad and could easily give way to undue preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage. S.C. Code Ann. Regs. 103-197 and -198 (2012).

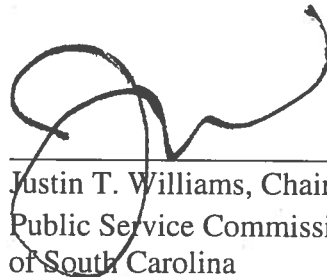
3. The Commission concludes the proposed promotional pricing language in the Company's October 26, 2020 Amended Revised Tariff is just and reasonable. S.C. Code Ann. Regs. 103-192 (2012).

## **VII. ORDERING PROVISIONS**

### **IT IS THEREFORE ORDERED THAT:**

1. The Application of Tiger Moving, LLC to amend its tariff is approved, as described herein. The approved Amended Revised Tariff is attached as Order Exhibit 1.
2. This Order shall remain in full force and effect until further order of the Commission.

**BY ORDER OF THE COMMISSION:**



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Justin T. Williams, Chairman  
Public Service Commission  
of South Carolina

**Tiger Moving LLC**

**South Carolina Household Goods Tariff**



**Tiger Moving LLC**  
**899 North Main Street Mauldin, SC 29662**  
**<http://tigermovinggreenville.com>**  
**864-908-9028**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN  
THE STATE OF SOUTH CAROLINA**



## Tiger Moving LLC

## South Carolina Household Goods Tariff

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**SECTION 4**

**4.0 Promotions**

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**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Tiger Moving LLC. These services are furnished between points and places within The State of South Carolina.

## Tiger Moving LLC

## South Carolina Household Goods Tariff

### SECTION 1

#### 1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

#### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below. The clock starts at the appropriate hourly rate when the movers arrive to the shipping location. The clock stops when the customer declares the job complete.

#### ***HOURLY RATES***

##### Moving Services

##### Hourly Rate

Two Men to Pack/Load/Unload/Assemble/Etc	(Monday - Thursday)	\$115.00
Two Men and a 24' Truck	(Monday - Thursday)	\$115.00
Two Men and a 26' Truck	(Monday - Thursday)	\$115.00
Two Men to Pack/Load/Unload/Assemble/Etc	(Friday - Sunday)	\$125.00
Two Men and a 24' Truck	(Friday - Sunday)	\$125.00
Two Men and a 26' Truck	(Friday - Sunday)	\$125.00

Each Additional Man	\$40.00 per man/per hour
Downtime Due to Customer	½ of hourly rate

#### OVERNIGHT TRUCK STORAGE

\$150.00 per truck, per night; \$150 charge if storage is needed on truck past 12PM the following day

#### 1.2 Travel Fee

All moves are subject to a Travel Fee of \$2.00/mile. Miles are calculated round-trip from and back to our lot at 899 N Main St, Mauldin, SC, 29662.

#### 1.3 Office Hours / Minimum Hourly Charges:

Tiger Moving LLC Office Hours Will Operate Monday through Friday 8:00 am - 5:00 pm.  
Tiger Moving LLC will operate Monday – Sunday, 7:00 am – 10:00 pm.

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Monday- Friday  
Saturday- Sunday  
Recognized Federal Holidays

Three-Hour Minimum Charge  
Three-Hour Minimum Charge  
Three-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are prorated to the minute. Hourly rates are the same in every season of the year. Customers are not charged an additional fee for overtime labor.

### 1.4 Cancellation Policy:

Cancellations made within 48 hrs of move day are subject to a \$50 fee unless due to weather, this money goes to the movers who have lost the opportunity to work.

### 1.5 Damage Coverage Options:

All residential customers will be prompted to choose between two damage coverage options & give a signature for approval. Option 1 is the standard transit coverage of \$.60/lb per damaged article. Option 1 is applied free of charge. Option 2 is Actual Value Repair or Actual Value Replacement insurance. Items will only be "replaced" if repairs are either 1) Not possible or 2) Not successful/satisfactory by Tiger Moving's standards. Option 2 is applied for a fee of \$100 per truck. A copy of the contract is attached to tariff.

### 1.6 Supplies:

<u>Item</u>	<u>Cost</u>
Boxes (Small, Medium, Large)	\$2.00
Wardrobe Boxes	\$18.00
Packing Paper (120 sheets)	\$20.00
Bubble Wrap (150' roll)	\$20.00
Moving Pads	\$5.00 (used) \$10.00 (new)
Cambuckle Straps	\$3.00 (used) \$5.00 (new)
Floor Protection	\$20.00

## **Tiger Moving LLC**

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### **SECTION 2**

#### **2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

##### **2.1 Bulky Article Charges (per item)**

###### **Piano (45" tall or less)**

- \$100 Fee
  - No baby grands, no grands
  - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
  - Additional \$100 for each additional piano
  - Travel fees apply as stated in section 1.2

###### **Piano (greater than 45" tall)**

- \$100 Fee
  - No baby grands, no grands
  - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
  - Additional \$200 for each additional piano
  - Travel fees apply as stated in section 1.2

###### **Gun Cabinet (Under 400 lbs)**

- \$50 Fee
  - Additional \$50 if there are more than 4 consecutive stairs at starting or ending location
  - Additional \$100 for each additional gun safe
  - Travel fees apply as stated in section 1.2

###### **Gun Cabinet (400 lbs to 600 lbs)**

- \$50 Fee
  - Additional \$75 if there are more than 4 consecutive stairs at starting or ending location
  - Additional \$150 for each additional gun safe
  - Travel fees apply as stated in section 1.2

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### Gun Cabinet (Over 600 lbs)

- \$100 Fee
  - Additional \$100 if there are more than 4 consecutive stairs at starting or ending location
  - Additional \$200 for each additional gun safe
  - Travel fees apply as stated in section 1.2

### Other Items

- Pool Tables:
  - \$250 Fee
- Hot Tubs, Whirlpools:
  - \$250 Fee
- Deep Freezers:
  - \$50 Fee
- Golf Carts (electric only):
  - \$150 Fee
- Stainless Steel Refrigerators:
  - \$50 Fee
- TV's 60" & Larger
  - \$50 Fee

**Tiger Moving LLC WILL NOT move firearms, anything that contains/has contained gas, propane tanks or any other hazardous materials.**

### 2.2 Elevator or Stair Carry

Tiger Moving LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

### 2.3 On-Site Estimates

Tiger Moving LLC does not currently charge a fee for on-site estimates.

### 2.4 Pick Up and Delivery

Tiger Moving LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

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### **2.5 Packing and Unpacking**

Tiger Moving LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Tiger Moving LLC reserves the right to decline any moves consisting of extremely large or fragile items.

### **2.6 Piano Charges**

Tiger Moving LLC will move pianos for fee as specified in Section 2.1 above.

### **2.7 Articles, Special Servicing**

The rates and charges in this tariff include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

### **2.8 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Tiger Moving LLC.



## **Tiger Moving LLC**

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### **SECTION 3**

#### **3.0 RULES AND REGULATIONS**

##### **3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written (email accepted) and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Tiger Moving LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Tiger Moving LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Tiger Moving LLC immediately. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full.

##### **3.2 Computing Charges**

Tiger Moving LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

##### **3.3 Governing Publications**

Tiger Moving LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

##### **3.4 Items of Particular Value**

Tiger Moving LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Tiger Moving LLC will not

## Tiger Moving LLC

## South Carolina Household Goods Tariff

accept responsibility for safe delivery of such articles if they come into Tiger Moving LLC's possession with or without Tiger Moving LLC's knowledge.

### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Tiger Moving LLC's Bill of Lading upon request. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### 3.6 Delays

Tiger Moving LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

## SECTION 4

### 4.0 PROMOTIONS

Tiger Moving LLC shall apply the following promotions, in a uniform and nondiscriminatory fashion:

1. GHS Discount (for all valid GHS employees): 10% off all services.
2. Social media (i.e: Facebook, Google+, Angie's List, etc.) and company website promotional rate:
  - One 24' or 26' truck and 2 men = \$95/hour for the first two hours. All other charges will apply as written in this tariff.

Tiger Moving will provide the South Carolina Office of Regulatory Staff as to the estimated run time of promotional offer and the exact run date, along with a copy of the promotion as it will appear in the social media.

For auditing purposes a voucher will accompany the Bill of Lading.

3. 2 Hour Minimum Job Time for Pre-Existing Corporate Customers.

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### TIGER MOVING COVERAGE OPTIONS

#### THE FOLLOWING INFORMATION APPLIES TO BOTH COVERAGE OPTIONS:

Our insurance options DO NOT COVER damage to: (1) refrigerators, (2) appliances, (3) exercise equipment, (4) particle board furniture, (5) wood floors, (6) laminate flooring, (7) glass furniture items, (8) contents of containers not packed by our movers, (9) the customer's home, building or land of any sort, (10) glass furniture items, (11) bicycles, (12) ceramics, (13) plants, (14) lamps & lamp shades, (15) vacuum cleaners, (16) electronics, (17) marble, (18) glassware of any kind, (19) pictures, (20) mirrors. We strongly recommend transporting items 11 - 20 on your own. We are not liable for damaged functionality of appliances resulting from disassembling, assembling, or transporting. Please double check appliance connections as we are not responsible for water leaks. In some cases, tracking soil onto flooring is inevitable, thus we are not responsible for any resulting damage. Our liability for damage on "load only" jobs (no transportation of goods performed by Tiger Moving) terminates once the truck has been loaded. We highly recommend contacting your insurance agent to obtain a moving endorsement for your current policy.

#### Option 1: FREE: Standard Damage Coverage (\$60 max refund per item):

Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 or 60 cents per pound. Everything is valued at 60¢ per pound against damage during the move. For example: if a chair weighs 10 lbs and is broken during the move, regardless of the value, the settlement will be \$6.00 based on \$0.60/lb/item. This is the standard minimum coverage in the moving industry.

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Customer's signature

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Tiger Moving representative

#### Option 2: \$100 PER TRUCK: Maximum Benefit Coverage (\$500 maximum refund per item):

Tiger Moving LLC will pay and/or coordinate repairs for damaged items (up to \$500 per damaged item). If repairs are not possible, Tiger Moving will reimburse the customer for the current value of the damaged item using straight-line depreciation and industry standard depreciation schedules (up to \$500 per damaged item). For example: The value of a used table that is damaged during the move will be determined by its current market value using straight-line depreciation or the cost to repair said item, whichever is lower. This coverage does not include the functionality of any appliance or electronic device as there is no way to pre-test functionality. See the paragraph above for damage exclusions. Customer agrees to pay a one-time fee of **\$100 PER TRUCK LOAD** for this coverage.

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Customer's Signature

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Tiger Moving Representative

**Tiger Moving LLC**

**South Carolina Household Goods Tariff**